



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REALTY EXECUTIVES EC0-WORLD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OPL

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act, (the “Act”), for an order of possession.

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord’s agent testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail on January 3, 2018, a Canada post tracking number was provided as evidence of service. The Canada post track history shows the package was successfully delivered to the tenant on January 6, 2018.

I find that the tenant has been duly served in accordance with the Act.

The landlord’s agent appeared gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Issue to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

Based on the testimony of the landlord’s agent, I find that the tenant was served with a Two Month Notice to End Tenancy for Landlord’s Use of property (the “Notice”), issued on September 8, 2017, by posting to the door, which was photographed. The Notice explains the

tenant had 15 days to dispute the Notice. The Notice further explains if the Notice is not disputed within the 15 days that the tenant is presumed to accept the Notice and must move out of the rental unit by the date specified in the Notice.

The landlord's agent testified that they agreed to give the tenant an extra month by extending the effective date to December 31, 2017.

The landlord's agent testified that the tenant received November 2017, rent for free as that was their compensation for receiving the Notice. The agent stated the tenant has not paid any rent for January and February 2018. The landlord seeks an order of possession.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The tenant did not apply to dispute the Notice and is therefore conclusively presumed under section 49(9) of the Act to have accepted that the tenancy ended on the effective date of the Notice, which that date was extended to December 31, 2017.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The tenant failed to dispute the Notice. The tenant is presumed under the law to have accepted that the tenancy ended on the extended effective date of the notice to end tenancy. The landlord is granted an order of possession.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 01, 2018

Residential Tenancy Branch